

EXHIBIT A

Copies of all Process, Pleadings, and Orders in This Case

EXHIBIT A

Case Information

A-22-847946-C | Timothy Snow, Plaintiff(s) vs. Lincoln Life Assurance Company of Boston, Defendant(s)

Case Number	Court	Judicial Officer
A-22-847946-C	Department 19	Eller, Crystal
File Date	Case Type	Case Status
02/08/2022	Insurance Tort	Open

Party

Plaintiff

Snow, Timothy

Active Attorneys ▼

Lead Attorney
Slater, Craig D.
Retained

Defendant

Lincoln Life Assurance Company of Boston

Defendant

Aria Resort & Casino, LLC

Defendant

Wharton, Leandre

Events and Hearings

02/08/2022 Complaint ▼

Comment

[1] Complaint

02/08/2022 Initial Appearance Fee Disclosure ▼

Comment

[2] Initial Appearance Fee Disclosure

02/08/2022 Summons Electronically Issued - Service Pending ▼

Comment

[3] Summons - Lincoln Life Assurance Company of Boston

02/24/2022 Proof of Service ▼

Comment

[4] Proof of Service of Lincoln Life Assurance Company of Boston

Financial

Snow, Timothy

Total Financial Assessment	\$270.00
----------------------------	----------

Total Payments and Credits	\$270.00
----------------------------	----------

2/8/2022	Transaction	\$270.00
	Assessment	

2/8/2022	Efile Payment	Receipt # 2022-	Snow,	(\$270.00)
		07743-CCCLK	Timothy	

STEVE SISOLAK
Governor

STATE OF NEVADA



TERRY REYNOLDS
Director

BARBARA D. RICHARDSON
Commissioner

DEPARTMENT OF BUSINESS AND INDUSTRY
DIVISION OF INSURANCE

1818 East College Pkwy., Suite 103
Carson City, Nevada 89706
(775) 687-0700 • Fax (775) 687-0787
Website: doi.nv.gov
E-mail: insinfo@doi.nv.gov

February 16, 2022

LINCOLN LIFE ASSURANCE COMPANY OF BOSTON (License No. 364)
CORPORATION SERVICE COMPANY
112 N CURRY ST
CARSON CITY NV 89703-4934

Re: Notice of Service of Process (SOP No. 2321)
Certified Mail No. 9171 9690 0935 0252 9867 77
Timothy Snow v. Lincoln Life Assurance Company of Boston
Case No. A-22-847946-C, District Court, Clark County, Nevada

Enclosed you will find a summons or initial documents, which has been personally served upon the Nevada Commissioner of Insurance as statutory attorney to accept service of process on your behalf. These documents were served at 4:00pm on February 15, 2022.

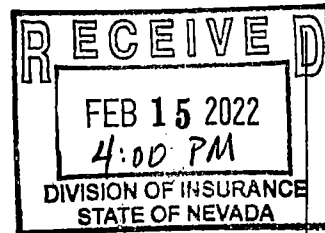
Sincerely,

Barbara D. Richardson
Commissioner of Insurance

By: /s/ Susan Bell
Service of Process Clerk

Enclosure

Electronically Issued
2/8/2022 4:05 PM



SUMM
CRAIG SLATER, ESQ.
Nevada Bar No. 8667
cslater@luhlaw.com
LAW OFFICE OF CRAIG D. SLATER
8987 W. Flamingo Road, Suite 100
Las Vegas, NV 89147
T: (702) 367-8899
F: (702) 384-8899
Counsel for Plaintiff

DISTRICT COURT
CLARK COUNTY, NEVADA

* * * * *

TIMOTHY SNOW, an individual

Plaintiff,

v.

LINCOLN LIFE ASSURANCE COMPANY
OF BOSTON, a foreign corporation; DOES I
through V; and ROE BUSINESS ENTITIES
VI through X,

Defendants.

CASE NO.: A-22-847946-C
DEPT. NO.: 19

**SUMMONS – LINCOLN LIFE
ASSURANCE COMPANY OF BOSTON**

**NOTICE! YOU HAVE BEEN SUED. THE COURT MAY DECIDE AGAINST YOU
WITHOUT YOUR BEING HEARD UNLESS YOU RESPOND WITHIN 20 DAYS. READ
THE INFORMATION BELOW.**

TO: LINCOLN LIFE ASSURANCE COMPANY OF BOSTON - A civil Complaint has been
filed by the Plaintiff against you for the relief set forth in the Complaint.

1. If you intend to defend this lawsuit, within 20 days after this Summons is served on you
exclusive of the day of service, you must do the following:

a. File with the Clerk of this Court, whose address is shown below, a formal written
response to the Complaint in accordance with the rules of the Court.

b. Serve a copy of your response upon the attorney whose name and address is shown
below.

1 2. Unless you respond, your default will be entered upon application of the plaintiff and this
2 Court may enter a judgment against you for the relief demanded in the Complaint, which could result
3 in the taking of money or property or other relief requested in the Complaint.

4 3. If you intend to seek the advice of an attorney in this matter, you should do so promptly so
5 that your response may be filed on time.

6
7 Issued at the direction of:

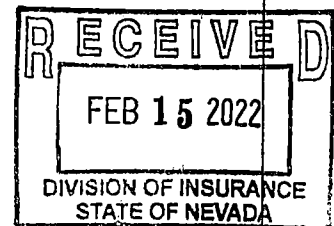
CLERK OF COURT

By:  2/9/2022
Deputy Clerk Date

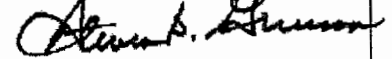
8
9 /s/ Craig D. Slater
10 Craig D. Slater, Esq.,
11 Nevada Bar No. 8667
12 LUH & ASSOCIATES
13 8987 West Flamingo Road, Suite 100
14 Las Vegas, NV 89147
15 T: (702) 367-8899; F: (702) 384-8899
16 Attorney for Plaintiff

County Courthouse
200 Lewis Avenue
Las Vegas, Nevada 89101

Demond Palmer



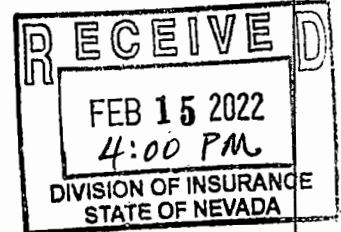
Electronically Filed
2/8/2022 11:54 AM
Steven D. Grierson
CLERK OF THE COURT



1 **COMP**
2 CRAIG SLATER, ESQ.
3 Nevada Bar No. 8667
4 cslater@luhlaw.com
5 **LAW OFFICE OF CRAIG D. SLATER**
6 8987 W. Flamingo Road, Suite 100
7 Las Vegas, NV 89147
8 T: (702) 367-8899
9 F: (702) 384-8899
10 *Counsel for Plaintiff*

CASE NO: A-22-847946-C
Department 19

DISTRICT COURT
CLARK COUNTY, NEVADA



10 TIMOTHY SNOW, an individual
11
12 Plaintiff,

CASE NO.:
DEPT. NO.:

13 v.

COMPLAINT

14 LINCOLN LIFE ASSURANCE COMPANY
15 OF BOSTON, a foreign corporation; ARIA
16 RESORT & CASINO, LLC; LEANDRE
WHARTON; DOES I through V; and ROE
BUSINESS ENTITIES VI through X,

Arbitration Exemption Sought:

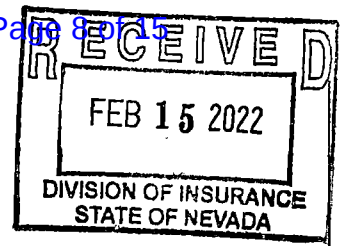
- 1) Amount in Controversy
- 2) Declaratory Relief Sought

17 Defendants.

18
19 COMES NOW Plaintiff, TIMOTHY SNOW, by and through his counsel, LUH &
20 ASSOCIATES, and hereby complains and alleges as follows:

JURISDICTION

- 21 1. Plaintiff is a Nevada resident, residing in the State of Nevada.
- 22 2. Upon information and belief, LINCOLN LIFE ASSURANCE COMPANY OF BOSTON
23 (hereinafter "LINCOLN") is a foreign corporation duly licensed to conduct business in the State of
24 Nevada, and doing business in the State of Nevada.
- 25 3. Plaintiff's treating physicians are located in the State of Nevada, County of Clark and as a result,
26 Clark County District Court is the most convenient forum for this litigation.



1 4. The contract of insurance at issue expressly provides that Nevada is the governing jurisdiction.

2 5. On information and belief, DOES 1 through V, and each of them, were the managerial agents,
3 employees, predecessors, successors, joint-ventures, co-conspirators, alter egos, and/or representatives
4 of the Defendants identified above and acted with permission, authorization and/or ratification and
5 consent of such other defendants. The true identities of DOES I through V are currently unknown to
6 Plaintiff. Plaintiff will seek leave to amend this Complaint when their true identities are ascertained.
7

8 6. On information and belief, ROE BUSINESS ENTITIES VI through X are now, and at all
9 times herein mentioned were, business entities licensed to do and doing business in the State of
10 Nevada, County of Clark and acted with permission, authorization and/or ratification and consent of
11 such other defendants. The true identities of ROE BUSINESS ENTITIES VI through X are currently
12 unknown to Plaintiff. Plaintiff will seek leave to amend this Complaint when their true identities are
13 ascertained.
14

15 **GENERAL ALLEGATIONS**

16 7. Plaintiff was employed at Robinson Nevada Mining Company as a Senior Haul Truck
17 Driver/Trainer. Specifically, Plaintiff drove 793 Caterpillar Haul Trucks (300 tons) at an open pit
18 copper mine located in Ruth, Nevada.
19

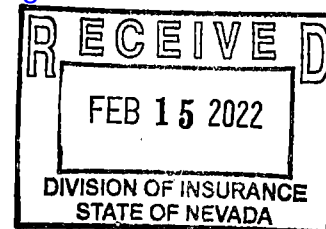
20 8. Plaintiff, as part of his employment, was insured by LINCOLN for Group Disability Income
21 Policy which provided short term and long-term disability coverage to Plaintiff.

22 9. Plaintiff has several medical conditions including herniated disks in his thoracic spine.

23 10. As a result of Plaintiff's medical conditions, Plaintiff was deemed disabled and began receiving
24 benefits under the policy of insurance issued by LINCOLN in July of 2019.
25

26 11. As a result of his back pain, Plaintiff was placed on short-term disability and began receiving
27 short-term disability benefits.

28 12. When Plaintiff was unable to return to work after six months, he was placed on long-term



1 disability.

2 13. On or about August 11, 2020, while Plaintiff was deemed disabled, Plaintiff underwent a spinal
3 surgery consisting of the following: Left T9 costotransversectomy and left T9 transpedicular
4 decompression of T9 nerve root with left T8-T9 microdiscectomy.

5 14. After receiving surgery on his spine, Plaintiff underwent physical therapy.

6 15. Ultimately, Plaintiffs' physicians noted that there was no improvement.

7 16. While receiving disability benefits, LINCOLN advised Plaintiff that he was required to apply
8 for Social Security Disability benefits. As a result, Plaintiff applied for Social Security Disability
9 benefits.
10

11 17. On February 19, 2021, LINCOLN provided written notice to Plaintiff notifying him that he
12 was no longer eligible for disability benefits because he was no longer disabled.
13

14 18. LINCOLN's denial of benefits was allegedly based on an independent review of Plaintiff's
15 medical records by an unknown physician.

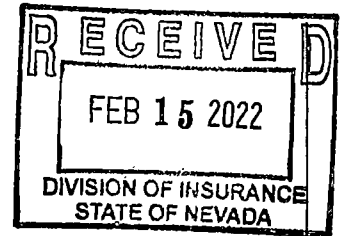
16 19. It is clear that the physician never spoke to Plaintiff, never examined Plaintiff, and never spoke
17 to, or consulted with, Plaintiff's physicians prior to making a determination that Plaintiff was no longer
18 disabled.
19

20 20. On or about March 9, 2021, Plaintiff was notified by the Social Security Administration that he
21 was deemed disabled and entitled to benefits from the Social Security Administration. This finding
22 translates to a determination that Plaintiff is unable to perform any substantial gainful activities.

23 21. On March 22, 2021, written demand was made to LINCOLN demanding that they reconsider
24 the decision to terminate Plaintiff's disability benefits.
25

26 22. Shortly thereafter, LINCOLN agreed to reverse their declination of coverage and deemed
27 Plaintiff disabled and entitled to benefits.

28 23. Again, on June 19, 2021, LINCOLN provided written notice to Plaintiff notifying him that he



1 was no longer eligible for disability benefits.

2 24. LINCOLN's denial of benefits was allegedly based on an independent review of Plaintiff's
3 medical records by an unknown physician.

4 25. It is clear that the physician never spoke to Plaintiff, never examined Plaintiff, and never spoke
5 to, or consulted with, Plaintiff's physicians prior to making a determination that Plaintiff was no longer
6 disabled.

7
8 26. In awarding Plaintiff benefits, the Social Security Administration expressly determined that
9 Plaintiff was disabled due to his medical conditions and unable to engage in substantial gainful
10 employment.

11
12 27. Between March of 2021 and June of 2021 there was no improvement in Plaintiff's medical
13 conditions. In fact, medical records document a worsening of his pain.

14 28. Medical records also demonstrate that Plaintiff's mental health impairments increased during
15 the very same period.

16 29. Despite the foregoing, LINCOLN determined that Plaintiff was no longer disabled and capable
17 of returning to work.

18
19 30. Plaintiff received \$2,941.54 per month in disability benefits from LINCOLN.

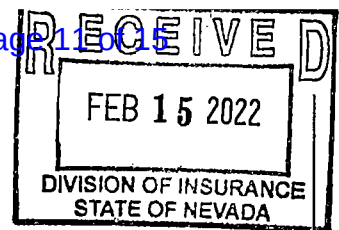
20 31. Plaintiff receives \$1,890.30 per month in Social Security disability benefits.

21 32. Per the terms of the policy, Plaintiff, if eligible for disability benefits, is entitled to receive the
22 difference between the sums paid by LINCOLN and the sum received from Social Security. As a
23 result, Plaintiff should have received \$1,051.24 per month from LINCOLN and is eligible to continue
24 receiving this amount until he is no longer disabled or until he reaches the age of 65.

25
26 **FIRST CLAIM FOR RELIEF**

27 Breach of Contract

28 33. Plaintiff refers to and incorporates herein by reference the allegations contained in the
preceding paragraphs as though fully set forth herein.



1 34. Plaintiff and Defendant entered into a written contract – policy of insurance.

2 35. Per the express terms of the contract, Defendant was to provide certain benefits to Plaintiff.

3 36. Defendant materially breached the contract by unreasonably refusing to provide certain benefits
4 to Plaintiff and Plaintiff was entitled to receive said benefits.

5 37. As a result of Defendant's material breach, Plaintiff was harmed by not receiving benefits that
6 he was contractually entitled to receive.

7 38. As a result of Defendants' breach of contract, Plaintiff was injured and/or damaged, as set
8 forth above, in a sum which is greater than \$15,000. Plaintiff will seek leave of Court to amend the
9 Complaint to state such sum when such sum can be reasonably ascertained.
10

11 39. Plaintiff was required to retain the service of an attorney and is therefore entitled to a
12 reasonable award of attorney fees and costs.
13

14 **SECOND CLAIM FOR RELIEF**

15 Breach of Covenant of Good Faith and Fair Dealing (Bad Faith)

16 40. Plaintiff refers to and incorporates herein by reference the allegations contained in the
17 preceding paragraphs as though fully set forth herein.

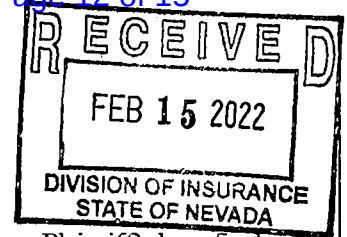
18 41. Defendant issued a policy of insurance for Plaintiff's benefit.

19 42. As the insurer, Defendant owed a fiduciary duty to act in Plaintiff's best interest and to treat
20 Plaintiff fairly.

21 43. Implied in every written agreement is the implied duty of good faith and fair dealing.

22 44. Defendant breached the duty of good faith and fair dealing by unreasonably refusing to afford
23 insurance benefits to Plaintiff and unreasonably denying Plaintiff benefits that he is entitled to.
24

25 45. Defendant further breached the duty of good faith and fair dealing by acting in a manner that is
26 self-serving to the detriment of Plaintiff. Specifically, Defendant made an unreasonable and
27 unsupported determination that Plaintiff was no longer disabled in order to prevent having to make
28 monthly payments under the policy of insurance issued to Plaintiff.



1 46. Defendant knew, or should have known, that its decision to terminate Plaintiff's benefits based
2 on an incomplete and cursory review of medical records, with nothing more, was unreasonable.

3 47. Defendant's determination that Plaintiff was no longer disabled was unreasonable because
4 Defendant's physician never spoke to Plaintiff, never examined Plaintiff, and never spoke to, or
5 consulted with, Plaintiff's physicians prior to making a determination, and the determination was
6 contrary to the existing medical records.

7
8 48. Defendant did not have a reasonable basis to deny coverage to Plaintiff. This is particularly
9 true given that the Social Security Administration, when viewing the very same records that were
10 provided to Defendant, determined that Plaintiff was incapable of performing any substantial gainful
11 activities.

12
13 49. Defendant knew that there was no reasonable basis for denying disability benefits to Plaintiff.

14 50. As a result of Defendants' breach of covenant of good faith and fair dealing, Plaintiff was
15 damaged, as set forth above, in a sum which is greater than \$15,000. Plaintiff will seek leave of Court
16 to amend the Complaint to state such sum when such sum can be reasonably ascertained.

17
18 51. Plaintiff was required to retain the service of an attorney and is therefore entitled to a
19 reasonable award of attorney fees and costs.

20 **THIRD CLAIM FOR RELIEF**

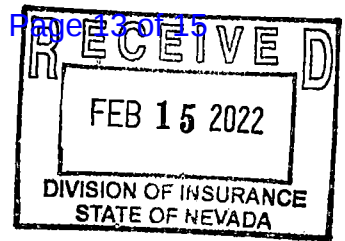
21 Unfair Claims Practices – Violation of NRS 686A.310

22 52. Plaintiff refers to and incorporates herein by reference the allegations contained in the
23 preceding paragraphs as though fully set forth herein.

24 53. NRS 686A applies to all insurance companies doing business in the State of Nevada.

25 54. NRS 686A confers a private right of action for first-party claimants and Plaintiff is a first-party
26 claimant.

27
28 55. NRS 686A.310 sets forth numerous activities that are considered to be unfair practices.
Specifically, the following acts are considered to be unfair practices:



1 (a) Misrepresenting to insureds or claimants pertinent facts or insurance policy provisions
2 relating to any coverage at issue.

3 (b) Failing to acknowledge and act reasonably promptly upon communications with respect to
4 claims arising under insurance policies.

5 (c) Failing to adopt and implement reasonable standards for the prompt investigation and
6 processing of claims arising under insurance policies.

7 (d) Failing to affirm or deny coverage of claims within a reasonable time after proof of loss
8 requirements have been completed and submitted by the insured.

9 (e) Failing to effectuate prompt, fair and equitable settlements of claims in which liability of the
10 insurer has become reasonably clear.

11 (f) Compelling insureds to institute litigation to recover amounts due under an insurance policy
12 by offering substantially less than the amounts ultimately recovered in actions brought by such
13 insureds, when the insureds have made claims for amounts reasonably similar to the amounts ultimately
14 recovered.

15 (n) Failing to provide promptly to an insured a reasonable explanation of the basis in the insurance
16 policy, with respect to the facts of the insured's claim and the applicable law, for the denial of the claim
17 or for an offer to settle or compromise the claim.

18 56. As set forth herein, Defendant has violated numerous provisions of NRS 686A.310.

19 Specifically, Defendant has failed to effectuate fair and equitable settlements of claims in which liability
20 was reasonably clear, caused Plaintiff to institute this action to recover amounts due under the policy of
21 insurance issued by Defendant, and failed to adopt and implement reasonable standard for prompt
22 investigation and processing of claims.

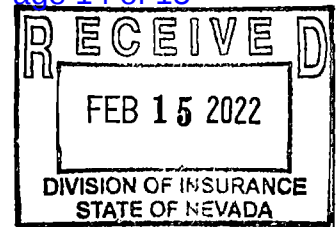
23 57. As a result of Defendant's violations of NRS 686A.310, Plaintiff was injured and/or damaged,
24 as set forth above, in a sum which is greater than \$15,000. Plaintiff will seek leave of Court to amend
25 the Complaint to state such sum when such sum can be reasonably ascertained.

26 58. Plaintiff was required to retain the service of an attorney and is therefore entitled to a
27 reasonable award of attorney fees and costs.

28 FOURTH CLAIM FOR RELIEF

Declaratory Relief

59. Plaintiff refers to and incorporates herein by reference the allegations contained in the



1 preceding paragraphs as though fully set forth herein.

2 60. There currently exists a dispute between Plaintiff and Defendant regarding the provisions and
3 coverages afforded under the policy of insurance Defendant issued to Plaintiff.

4 61. The dispute is ripe for determination by the court.

5 62. Plaintiff was required to retain the service of an attorney and is therefore entitled to a
6 reasonable award of attorney fees and costs.
7

8 **FIFTH CLAIM FOR RELIEF**

9 Punitive Damages

10 63. Plaintiff refers to and incorporates herein by reference the allegations contained in the
11 preceding paragraphs as though fully set forth herein.
12

13 64. Defendant's conduct in denying Plaintiff the benefits he is entitled to constitutes fraudulent,
14 oppressive, and malicious conduct.

15 65. Based on the gravity of Defendant's conduct, and the self serving manner in which they have
16 acted, Plaintiff is entitled to an award of punitive damages.
17

18 WHEREFORE, Plaintiff prays for judgment as follows:

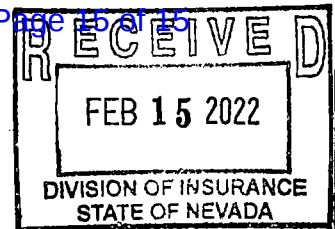
- 19 1. That Plaintiff is entitled to compensatory damages in a sum according to proof;
- 20 2. That Plaintiff is entitled an award of punitive damages;
- 21 3. That Plaintiff is entitled to interest at the legal rate on the foregoing sums;
- 22 4. That Plaintiff is entitled to costs of suit incurred herein, including reasonable attorney fees,
23 expert witness fees, and other costs;

24
25 / / /

26 / / /

27 / / /

28



1 5. For such other and further relief as the Court may deem just and proper.

2 DATED this 8th day of February, 2021.

3 **LAW OFFICE OF CRAIG D. SLATER**

4 /s/ Craig D. Slater

5
6 CRAIG D. SLATER, ESQ.
7 8987 W. Flamingo Road, Suite 100
8 Las Vegas, NV 89147
9 (702) 367-8899
10 *Counsel for Plaintiff*